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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

DESERT VIEW LOFTS, LLC,)	Case No. 2:12-cv-00820-GMN-GWF
)	
Plaintiff,)	
)	ORDER GRANTING JOINT
vs.)	MOTION FOR DETERMINATION
)	OF GOOD FAITH SETTLEMENT
COX & SONS PLUMBING,)	
REHAU, INC., DOE)	
INDIVIDUALS 1-50, and ROE)	
BUSINESS ENTITIES 1-50,)	
)	
Defendants.)	
)	

Upon consideration of the Joint Motion for Determination of Good Faith Settlement filed by plaintiff Desert View Lofts, LLC and defendant REHAU Incorporated, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1 1. The Joint Motion for Determination of Good Faith
2 Settlement (ECF No. 39) is GRANTED.

3 2. This Order incorporates by reference the definitions in the
4 settlement agreement, and all capitalized terms used herein that also appear
5 in the settlement agreement shall have the meaning set forth in the
6 settlement agreement.

7 3. The settlement is approved as having been made in good
8 faith, based on the parties' representations that they have engaged in
9 negotiations, giving full consideration to the financial condition of the
10 settling parties, the strengths and weaknesses of the parties, the merits of
11 potential contribution and indemnity claims, as well as other benefits of
12 resolving this matter, and agreed to settle Desert View Lofts' claims against
13 REHAU for \$195,500.00.

14 4. Pursuant to NRS 17.245 and the settlement agreement, the
15 REHAU Releasing Parties and the DVL Releasing Parties and each of them
16 are permanently enjoined from filing, commencing, prosecuting, intervening
17 in, participating in or receiving any benefits from any lawsuit, arbitration,
18 administrative or regulatory proceeding or order in any jurisdiction based
19 on any or all DVL Released Claims and REHAU Released Claims against
20 any or all DVL Released Parties or REHAU Released Parties.

21 5. Further, pursuant to NRS 17.245 and the settlement
22 agreement, all Persons who are, have been, could be, or could have been
23 alleged to be joint tortfeasors, co-tortfeasors, co-conspirators, or co-obligors
24 with any or all of the REHAU Released Parties respecting any or all of the
25 DVL Released Claims, are hereby, to the maximum extent permitted by law,
26 barred and permanently enjoined from making, instituting, commencing,
27 prosecuting, participating in or continuing any claim, claim-over, cross-
28 claim, action, or proceeding, however denominated, regardless of the

1 allegations, facts, law, theories or principles on which they are based, in this
2 Court or in any other court or tribunal, against any or all of the REHAU
3 Released Parties and the DVL Released Parties with respect to any or all of
4 the DVL Released Claims, including without limitation equitable, partial,
5 comparative, or complete contribution, set-off, indemnity, or otherwise,
6 whether by contract, common law or statute, arising out of or relating in any
7 way to the DVL Released Claims. All such claims are hereby fully and
8 finally barred, released, extinguished, discharged, satisfied and made
9 unenforceable to the maximum extent permitted by law, and no such claim
10 may be commenced, maintained, or prosecuted against any REHAU
11 Released Party. Where the claims of a Person who is, has been, could be, or
12 could have been alleged to be a joint tortfeasor, co-tortfeasor, co-conspirator
13 or co-obligor with a REHAU Released Party respecting the DVL Released
14 Claims have been barred and permanently enjoined by this section, the
15 claims of REHAU Released Parties against that Person respecting those DVL
16 Released Claims are similarly fully and finally barred, released,
17 extinguished, discharged, satisfied and made unenforceable to the
18 maximum extent permitted by law, except REHAU expressly and fully
19 reserves its rights to pursue any and all claims against the Third Party
20 Vendors in connection with plumbing products that were supplied by the
21 Third Party Vendors to REHAU and were in the Desert View Lofts
22 Properties.

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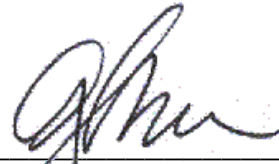
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1 6. Notwithstanding the dismissal of this action, this Court
2 retains jurisdiction as to the enforcement of the parties' settlement
3 agreement and this bar order and injunction.

4 **IT IS SO ORDERED** this 28th day of January, 2013.

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8 Gloria M. Navarro
9 United States District Judge
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